

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEBRASKA

IN RE: ) Case No. BK07-42287  
ROY ALLEN ADAMS and ) Chapter 7  
CHERYL ANN ADAMS, )  
Debtors, )  
\_\_\_\_\_  
STACY C. NOSSAMAN-PETITT, ) Adv. Pro. No. 09-04002  
Plaintiff, )  
vs. )  
ADAMS ENTERPRISES, INC., )  
A Nebraska Corporation, and )  
CATTLE NATIONAL BANK, )  
Defendants.

**ANSWER OF  
CATTLE NATIONAL BANK AND  
CERTIFICATE OF SERVICE**

Cattle National Bank, Defendant (“Bank”), for its answer to the “Complaint to Avoid Lien and Deem Transfer of Real Estate a Preferential Transfer” (the “Complaint”), filed by the Chapter 7 Trustee, hereby answers the Complaint by stating and alleging as follows:

1. Bank admits the allegations in paragraph 1 of the Complaint under Parties and Jurisdiction.
2. Bank admits the allegations in paragraph 2 of the Complaint under Parties and Jurisdiction.
3. Bank is without sufficient information to admit or deny the allegations in paragraph 3 of the Complaint under Parties and Jurisdiction and the Bank therefore denies all such allegations.
4. Bank admits the allegation in paragraph 4 of the Complaint under Parties and Jurisdiction to the extent that it is alleged that the Bank is a National Banking Association located

in Nebraska. Bank admits that it has a place of business in Lincoln, Nebraska, and that it claims (without limitation) a security interest and lien in various assets of the Debtors and other parties, which may include real estate that was transferred by Debtors. Bank denies all other allegations in paragraph 4 of the Complaint under Parties and Jurisdiction except as specifically admitted herein.

5. Bank admits the allegation in paragraph 1 of the Complaint under Causes of Action to the extent it alleges that the Debtors at one time had a record title interest in the real estate described in said paragraph. The Bank alleges that as of the bankruptcy filing date the Debtors had no record title interest in said real estate.

6. Bank denies the allegations in paragraph 2 of the Complaint under Causes of Action.

7. Bank denies the allegations in paragraph 3 of the Complaint under Causes of Action inasmuch as it refers to the facts alleged in paragraph 2 of the Complaint which the Bank has denied. Bank admits that it is the holder of a promissory note dated 3-13-07 payable to Bank in the principal amount of \$240,000, and that said promissory note is secured by (without limitation) a deed of trust that was filed on 11-5-07 with the Cheyenne County Register of Deeds wherein the Bank is beneficiary.

8. Paragraph 4 of the Complaint under the heading Causes of Action is a legal conclusion and contains no factual allegations, and it is therefore denied.

9. Paragraph 5 of the Complaint under Causes of Action is a legal conclusion and contains no factual allegations, and it is therefore denied.

WHEREFORE, Bank hereby respectfully requests that the Court dismiss the Complaint with prejudice, and provide for such other and further relief as is just and appropriate.

DATED: February 9, 2009

CATTLE NATIONAL BANK & TRUST CO., a  
Party in Interest

By: REMBOLT LUDTKE LLP  
1201 Lincoln Mall, Suite 102  
Lincoln, NE 68508  
Telephone: (402) 475-5100

By: /s/ Rick D. Lange  
Rick D. Lange, #17730  
Brian S. Kruse # 21963

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was sent to the following by United States mail, postage prepaid on the date hereof:

Adams Enterprises, Incorporated  
Attn: Mike A. Adams, Registered Agent  
6547 Rolling Hills Court  
Lincoln, NE 68512

Adams Enterprises, Inc.  
201 N 8<sup>th</sup> Street, Suite 430  
Lincoln, NE 68508

The undersigned relies upon the ecf system to make service upon the Chapter 7 Trustee and her attorney.

By: /s/ Rick D. Lange  
Rick D. Lange, #17730

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